

Agreement

Between

New England Service Company and Abenaki Water Company

Whereas, New England Service Company is a Connecticut corporation, duly authorized to conduct its business in New Hampshire under the name "NESC Water" (hereinafter "NESC"), and,

Whereas, Abenaki Water Company (hereinafter "AWC") is a New Hampshire corporation operating water and wastewater systems under the jurisdiction of the N.H. Public Utilities Commission and Department of Environmental Services, and,

Whereas, AWC is a wholly owned subsidiary of NESC and desires certain water and sewer services, and,

Whereas, NESC is a corporation which furnishes certain water and sewer services, and

Now therefore, this agreement is made this 14th day of February, 2014 between NESC and AWC and all provisions of this agreement shall commence fully in force on February 14, 2014 as follows.

1. Scope of services to be provided by NESC for AWC which owns the former White Rock Water System in Bow, and the water and wastewater systems of the former Lakeland Management Company in Belmont.
 - a. Stand-by duty on a continuous basis (24/7) for emergencies and unexpected or non-scheduled necessary work.
 - b. Meter reading on a monthly, quarterly, or as needed basis.
 - c. Routine system rounds such as facility checks and monitoring water quality, sewer system monitoring, and oversight and overview of distribution and collection systems.
 - d. Regulatory and compliance reporting.
 - e. Shut offs and turn on of water services for, as an example, overdue payments, new services, and reconciliation of accounts.
 - f. Flushing annually and more frequently as appropriate of water mains.
 - g. Valve exercising.
 - h. On site/field resolution of water quality and service issues.
 - i. Providing miscellaneous on site customer service as required.
 - j. Performing ongoing cross-connection inspections.
 - k. Inspection of wastewater pumping and collection systems including manhole flows.
 - l. Other routine, periodic, and related tasks as necessary.
2. Qualifications of operating personnel provided by NESC
 - a. The chief operator shall have as a minimum, Grade II distribution and treatment licenses. Any operations conducted by lesser grade personnel shall be the responsibility and under the review of the chief operator.

- b. Wastewater pump station maintenance shall be performed by licensed domestic and industrial pump installers.

3. Insurance

- a. Liability insurance – while this agreement remains in force, NESC shall have personal injury and property/liability insurance of at least \$1,000,000 in the aggregate and not less than \$500,000 per occurrence. Similarly, subcontractors employed shall have the same levels or more of insurance.
- b. Workman's compensation – NESC shall maintain and have continuously workman's compensation insurance for all its employees/operators involved with this agreement. Workman's compensation coverage shall at least equal the maximum statutory limit provided for by law. Furthermore, NESC shall not employ subcontractors in the performance of its duties under this agreement unless said contractors provide the same workman's compensation coverage as NESC.

4. Termination

- a. By mutual agreement – all provisions of this agreement shall become null and void in the event the parties mutually agree in writing to terminate this agreement, setting forth the agreement and the effective date of such termination. Likewise, the parties may modify this agreement in part or its entirety by mutual and simultaneous agreement at any time.
- b. By one party notice – either party may terminate all provisions of this agreement by giving a notice of termination in writing to the other party. In such an event, a full termination of this agreement shall occur within sixty (60) days of the receipt of such notice by the party served. Between the receipt of a notice of termination and the expiration of the sixty (60) day period, both parties shall be bound by all provisions of this agreement.

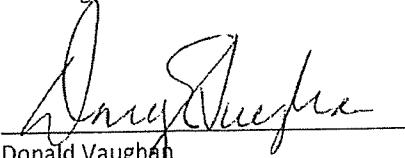
5. Schedule of charges paid by AWC to NESC, to increase by 2.5% annually:

- a. White Rock Water System: For services as described above
\$2,075 per month
- b. Lakeland Water System: For services as described above
\$3,608 per month
- c. Lakeland Wastewater System: For services as described above
\$484 per month
- d. Emergency response for unplanned, unpredicted situations impacting quality and jeopardy of service at either the White Rock and/or Lakeland Water or Wastewater Systems during regular working hours - \$70 per hour
- e. Emergency response as above, but for non-regular working hours - \$105 per hour
- f. For parts and materials not in AWC's inventory – cost plus 15%

In witness thereof, NESC and AWC have hereunto affixed their signatures as of the date above first written.



Alex Crawshaw
New England Service Company



Donald Vaughan
Abenaki Water Company